

**CAMPBELLVILLE INDEPENDENT SCHOOLS
CAMPBELLVILLE, KENTUCKY**

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into this 27th day of June, 2017, by and between the Board of Education of Campbellsville Independent Schools (hereinafter the "BOARD"), and Kirby Dale Smith (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 8th day of May, 2017.

WITNESSETH:

The BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. TERM OF EMPLOYMENT. SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2017 through June 30, 2021, as Superintendent of Schools for the Campbellsville Independent Schools, Campbellsville, Kentucky.

2. DUTIES - Incorporating By Reference the Policy Narrative. The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the SUPERINTENDENT by the BOARD. **It is expressly agreed and understood that a separate Certified Job Description for this position exists which is incorporated herein by reference, signed by SUPERINTENDENT and dated June 27th, 2017.** If there is any conflict between that description and this contract, the terms of the description shall prevail. The description may be amended from time to time and upon such amendment, these parties agree that the amendment shall be then immediately effective. A copy of the current job description, or any amendment as it may occur, shall be affixed as an Exhibit to this Contract.

3. OUTSIDE ACTIVITIES. SUPERINTENDENT shall devote himself exclusively to his duties as SUPERINTENDENT.

The BOARD expects the SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees and travel and subsistence expenses as may be approved by the BOARD or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Campbellsville Independent Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

4. COMPENSATION. The base salary shall be **\$57,918.00** per school year. In addition, there shall be paid the sum of **\$16,815.00** for 54 extended days. Furthermore, there shall be paid **\$37,267.00** as supplemental superintendent stipend pay. Accordingly, the total annual compensation shall be **one-hundred twelve thousand dollars and no cents (\$112,000.00)**. The annual compensation shall be increased in the event of a district-wide increase, or increase among certified employees (which shall be the classification of the superintendent), beginning after the first full year of this four-year term. This compensation also recognizes the Superintendents out-of-pocket costs he will directly pay for his cellular telephone (for which there is no additional reimbursement other than as set forth herein). The BOARD also agrees to make an annual contribution to the KTRS, as noted below.

The total salary shall be paid in semi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, and may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of a written amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. WORKING DAYS AND BENEFITS.

a. Working Days. It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of **240 working days (inclusive of "extended" days)**. If the SUPERINTENDENT elects to be away from the job for four (4) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly-scheduled BOARD meeting after said days are taken.

b. Leaves. The SUPERINTENDENT shall accrue all leave days as authorized by Board Policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick and personal leave accumulated as of June 30th of a given year. A total of **ten (10)** sick days and three **(3) personal** days shall be available to the SUPERINTENDENT during each school year. Unused personal and sick days shall accumulate each school year.

c. Health Insurance. The SUPERINTENDENT shall receive family insurance coverage.

d. Expenses. The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.

e. Professional Dues. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional organizations. The BOARD agrees to pay dues for such organizations in its discretion, which shall include, but is not limited to, the Kentucky Association of School Superintendents (KASS) and the Kentucky Association of School Administrators (KASA).

f. Automobile Expenses. The SUPERINTENDENT shall be reimbursed for work-related mileage per Board Policy.

g. Retirement Benefits. The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board policy. In addition, the BOARD agrees to pay ~~an estimated~~ **five thousand dollars** *KSBT jesh* **(\$5,000.00)** annually toward that portion of the SUPERINTENDENT'S retirement contribution which would otherwise be required entirely by the SUPERINTENDENT during the term of the contract.

h. Vacation. As a district administrator, the SUPERINTENDENT shall receive **ten (10)** paid vacation days per school year. The vacation days may only be used during the extended days (see above) of the school year and do not carry from year to year.

6. TERMINATION OF EMPLOYMENT AGREEMENT. This AGREEMENT will terminate as per the Board's Policy and shall also include the following:

- a. By expiration of its term; or
- b. Mutual agreement of the parties; or
- c. Discharge for cause.

7. BOARD POLICY. The SUPERINTENDENT's duties and obligations are governed by the job description and Board policy.

The BOARD and SUPERINTENDENT intend for this AGREEMENT to identify the benefits to be received by the SUPERINTENDENT which are not otherwise made available to all employees. It is expressly understood, however, that the SUPERINTENDENT shall be fully entitled to receive any benefits provided to all District employees, including, but not limited to, the one-percent (1%) salary match with Kentucky Deferred Compensation/ 403(b) plan.

8. SAVINGS CLAUSE. If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. MISCELLANEOUS. This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

This AGREEMENT shall be executed in duplicate originals and contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

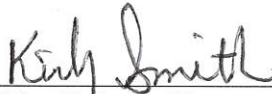
CAMPBELLSVILLE INDEPENDENT
SCHOOLS

BY :



Chairperson

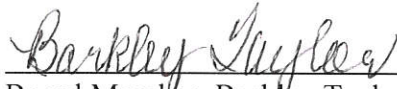
SUPERINTENDENT



Kirby Dale Smith

ATTEST

BY:



Board Member, Barkley Taylor

COMMONWEALTH OF KENTUCKY)

) Sgt.

COUNTY OF TAYLOR)

Subscribed and sworn to before me by Pat Hall, Chairperson of the Campbellsville Independent School System, and Kirby Dale Smith, the Superintendent named above, and attested by Board Member, Barkley Taylor, on this 27th day of June, 2017.

My commission expires: 2/20/2020


NOTARY PUBLIC

**Campbellsville Independent School District
CERTIFIED JOB DESCRIPTION**

| | |
|--------------------------|--|
| TITLE: | Superintendent |
| QUALIFICATION: | Kentucky Superintendent Certification |
| REPORTS TO/EVALUATED BY: | Campbellsville Independent School Board |
| LENGTH OF EMPLOYMENT: | 240 Days per year |
| BASIC FUNCTION: | To serve as executive office of the school district to carry out all policies, rules, and regulations and to serve as advisor and counsel to the Campbellsville Board of Education on all educational matters. |

Development of Administrative Regulations:

1. The superintendent shall be the professional advisor to the Board. As educational advisor to the Board, the superintendent shall recommend policies to the Board for its consideration and should advise, and counsel the Board on all educational matters.
2. The superintendent shall be the executive officer of the school system. As executive officer, the superintendent is responsible for carrying out all policies and rules and regulations established by the Board.
3. The Board will delegate to the superintendent responsibility for implementing adopted board policy and administering the schools. The superintendent will specify required actions and will design the plan under which the schools will be operated.
4. Such rules and detailed arrangements will constitute the administrative regulations governing the schools; these rules and regulations must be consistent with the policies adopted by the board and the laws of the state.

Representative Duties:

1. Meet with the board except when the superintendent' tenure, salary, or the administration of the superintendent's office is under consideration.
2. See that laws relating to the schools, the administrative regulations of the State Board of Education and Secondary Education and the policies of the Board are carried into effect.
3. Prepare, under the direction of the Board, all rules, procedures, bylaws, and statements of policy for review, approval and/or adoption by the Board.

**Campbellsville Independent School District
CERTIFIED JOB DESCRIPTION**

4. Have general supervision, subject to the control of the Board of general conduct of the schools, the management of business affairs, and in concert with school site councils, the course of instruction and the discipline of pupils.
5. Make all appointments, promotions, transfers, and dismissals of principals, supervisors, teachers and other public school employees, and at the next Board meeting notify the Board of all personnel actions taken.
6. Exercise general supervision of the schools, examine their condition and progress and keep informed of the progress in other districts.
7. Prepare or have prepared all budgets, salary schedules and reports required by the Board and by the State Board for Elementary and Secondary Education.
8. Receive and examine reports from teachers and other school officers.
9. Compile/prepare reports from time to time as directed by the Board.
10. Interpret education policy to the Board and to the public.
11. Administer the oath of allegiance required by the Board to any teacher or other person.
12. Have the power and freedom to act in situations requiring immediate action where the Board has provided no guidelines. However, the superintendent's decisions shall be subject to review by the Board at its next regularly scheduled meeting.
13. Be devoted exclusively to the duties of the office in accordance with the stipulations of his or her contract.
14. Disseminate information to keep the Board and the general public informed regarding the progress and activities of the educational program.
15. Provide the board with a weekly snapshot of district activities to further the facilitate superintendent/board relationships.
16. Maintain all certified personnel records, determine appropriate certification, and coordinate and monitor certified evaluation programs.
17. Supervise maintenance of all personnel records.
18. Supervise assignment of student teachers.
19. **Policies adopted by the Employer (Board) are incorporated herein by reference and this description and board policies may be updated in writing from time to time.**



Signature of Employee

June 27, 2017



Signature of Employer Representative

June 27, 2017

**CAMPBELLSVILLE INDEPENDENT SCHOOLS
CAMPBELLSVILLE, KENTUCKY**

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into this 13th day of July, 2017, which expressly replaces the Agreement previously signed by these parties on June 27th, 2017, which is replaced by this Agreement due to corrections needed within said Agreement, by and between the Board of Education of Campbellsville Independent Schools (hereinafter the "BOARD"), and Kirby Dale Smith (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 8th day of May, 2017.

WITNESSETH:

The BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

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The total salary shall be paid in semi-monthly installments on the same dates as administrators who work twelve (12) months are paid.

The BOARD based upon its evaluation of the SUPERINTENDENT, and may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of a written amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

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accumulate each school year.

c. Health Insurance. The SUPERINTENDENT shall receive family insurance coverage.

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f. Automobile Expenses. The SUPERINTENDENT shall be reimbursed for work-related mileage per Board Policy.

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AGREEMENT not affected by such a ruling shall remain in force.

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This AGREEMENT shall be executed in duplicate originals and contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

CAMPBELLSVILLE INDEPENDENT
SCHOOLS

BY :

Pat Hall

Chairperson

SUPERINTENDENT

Kirby Dale Smith
Kirby Dale Smith

ATTEST

BY:

Barkley Taylor
Board Member, Barkley Taylor

COMMONWEALTH OF KENTUCKY)

) Sgt.

COUNTY OF TAYLOR)

Subscribed and sworn to before me by Pat Hall, Chairperson of the Campbellsville Independent School System, and Kirby Dale Smith, the Superintendent named above, and attested by Board Member, Barkley Taylor, on this 13th day of July, 2017.

My commission expires: 09/08/17

David Hudson
NOTARY PUBLIC